point of actual damage. *Harlem Ass'n* v. *Mercantile Trust Co.,* 31 N. Y. Supp. 790; *U. S.* v. *Bank,* 6 Fed. 853; *Murphy* v. *Bank,* 191 Mass. 159, 77 N. E. 693. DANIEL, NEG. INST. (5th Ed.) Vol. 2, § 1372, says the demand for restitution ought to be made reasonably after the discovery, and that the court will at times look past the mere extent of time to consider other circumstances. *Third Nat. Bank* v. *Allen,* 59 Mo. 310; *First Nat. Bank* v. *Bank,* 152 Ill. 296.

BILLS AND NOTES—GIFTS INTER VIVOS AND MORTIS CAUSA—DELIVERY.—L. Guipon, depositor in a bank, drew a check and mailed it to his betrothed, in contemplation of his suicide. The letter expressed this intention. Guipon killed himself before the letter and check reached his betrothed. The check was for $7212.00, being $0.88 less than Guipon had to his credit in the bank. The bank refused payment on the ground that the death of the donor revoked the order. *Held,* that the gift was not valid either inter vivos or mortis causa, despite fact of a valid delivery. *Bainbridge* v. *Hoes,* (1914) 149 N. Y. Supp. 20.

For a valid gift inter vivos the dominion of the donee over the subject must be complete. The NEGOTIABLE INSTRUMENTS LAW (Consol. laws, c. 38, § 325) says a check does not operate as an assignment of any part of the funds. So delivery of a check not certified by the bank on which drawn does not constitute a valid gift inter vivos. *Second Nat. Bank* v. *Williams,* 13 Mich. 291; *Florence Mining Co.* v. *Brown,* 124 U. S. 385, 8 Sup. Ct. 531; *Bullard* v. *Randall,* 1 Gray 605; POMEROY, EQUITY, § 1148. These was a valid delivery in the instant case, even though Guipon was dead before the check reached the donee, because the delivery to the Post Office is considered a delivery to the agent of the payee of the check. *Kennedy* v. *Kennedy,* 66 N. Y. Supp. 225; *Com.* v. *Wood,* 142 Mass. 459, 8 N. E. 432; *U. S.* v. *Nutt,* Fed. Cases No. 15904. Suicide is not made a crime in New York. *Meachem* v. *Mutual Ass'n.* 120 N. Y. 237. So a gift in anticipation of suicide is not *void* as being against public policy. But the theory of a gift mortis causa is that the contemplated death, the death and its contemplated means, all become an essential part of the transaction. *Irish* v. *Nutting,* 47 Barb. 383, 386. The law of New York terms suicide a "grave public wrong," and the court therefore considers the gift *invalid* because the *means* were invalid. The binding authority is *Re Smither,* 30 Hun. 632. It rests in part on *Harris* v. *Clark,* 3 Comst. 93, which holds that a written order upon a third person, made by the donor, is not the subject of a valid gift, either inter vivos or mortis causa.

CARRIERS.—CARMACK AMENDMENT.—Plaintiff was the consignee of several carload lots of fruit shipments from Ogden, Utah, to Omaha, Neb., over the lines of the defendant. Before their arrival and delivery to the plaintiff at Omaha, plaintiff contracted orally with the defendant through its agents, to divert several of these shipments to various points in Minnesota, South Dakota, and Iowa at through rates, and surrendered the original bills of lading to the defendant's proper agents, no new bills of lading to cover the